



September 7, 2022

VIA EMAIL

Mr. George Bell, Chairperson
Exeter Township
4975 DeMoss Road
Reading, PA 19606

RE: Restated Engagement Letter for Interim Manager Services – Keystone Municipal Solutions

Dear Mr. Bell:

Thank you for selecting Keystone Municipal Solutions LLC ("KMS") to provide services to Exeter Township, Berks County ("Township"). We appreciate the confidence you have shown in our team.

This letter restates the scope and terms of our engagement as well as our expectations regarding billing, payment, cooperation, communication, and post-engagement obligations during and after our representation. These terms will also apply to additional services that we may agree to provide beyond those described in this letter.

The Township has asked KMS to provide interim manager services for up to 40 hours per week as mutually agreed to by the parties, commencing on or about May 16, 2022. Specifically, M. Elizabeth McBride will be appointed to serve as the Township's interim or temporary manager. A summary of the services to be provided are set forth in Appendix A, Scope of Services. Our client in this engagement is the Township only and no one else.

Our fee for the engagement will be \$135.00 per hour, which will be billed monthly. The payment of our fee is not contingent on outcome or success. The Township agrees to pay our statements for services and expenses within 30 days of receipt. If our statements are not paid when due, you agree that we may immediately terminate this engagement.

The Township and KMS shall, at all times, be independent parties. Neither party is an employee, joint venturer, franchisee, agent, or partner of the other. Additionally, neither party is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other. Neither KMS nor any of its employees shall be entitled to participate in any plans, arrangements or distributions made or administered by the Township pertaining to or in connection with any employee benefits, including without limitation, health, dental, life or disability insurance, pension, 401(k), vacation, workers' compensation, unemployment compensation or any other benefits that are afforded by the Township to the Township's employees.

The Township acknowledges that KMS, and its independent contractors and employees, may perform work or services for a fee for entities other than the Township during this engagement.

This engagement can be terminated by either party with 5 days written notice. Upon termination of this engagement, KMS shall have no further obligation under this engagement. The Township's obligation will be to pay KMS any amount due for services rendered prior to the termination date (pro-rated) and to comply with the post-engagement obligations listed below. In the event of a termination, KMS shall be obligated to provide the Township with a written summary of the status of any open items that the temporary manager was working on, including an action plan for completion.

The Township recognizes the significant time and effort that KMS has invested in developing its services and its professional team. Accordingly, the Township shall not, directly or indirectly, engage, hire, employ, or permit any KMS employee or independent contractor to render services for, be employed by, represent or have any other affiliation with the Township for a period of three (3) years from the date of this engagement without the written consent of KMS. Outside of this engagement or any other formal engagement with KMS, no KMS employee or independent contractor shall directly or indirectly provide services to the Township for a period of three (3) years without the written consent of KMS. In the event that the Township engages, employs, receives services from or otherwise hires any KMS employee or independent contractor directly or indirectly, the Township shall pay to KMS an amount equivalent to 20 percent of the annual salary to be paid to such individual by the Township or three (3) times the amount paid pursuant to this engagement, whichever is greater.

During and after this engagement, neither party shall directly or indirectly engage in any activities or make any statements that may disparage or reflect negatively on the other or any of its elected or appointed officials, directors, officers, owners, managers, agents, or employees.

Notwithstanding that KMS is a subsidiary of the law firm of McNees Wallace & Nurick LLC ("McNees"), by engaging KMS, the Township understands and agrees that it is not entering into or establishing an attorney-client relationship with McNees and it is not a client of McNees. As such, and because the services KMS will be providing to the Township are not legal services, the protections of the attorney-client relationship under the Pennsylvania Rules of Professional Conduct or applicable Pennsylvania law including such aspects as the attorney-client privilege or the rules regarding conflicts of interest, do not apply with respect to the provision of KMS's services.

If any term, condition, or provision of this letter agreement shall be found by any court of competent jurisdiction to be unenforceable, in whole or in part, the rest and remainder of this Agreement shall be and remain enforceable to the fullest extent allowed by law as if such unenforceable provision had never been contained herein. This agreement shall be construed and interpreted in accordance with, and controlled by, the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions. The parties agree that the exclusive jurisdiction and venue for resolution of any and all disputes between the parties arising directly or indirectly hereunder shall lie in the Dauphin County Court of Common Pleas and/or the United States District Court for the Middle District of Pennsylvania.

If the above terms do not reflect your understanding of our engagement, or if there are any questions, we encourage you to discuss these concerns with me or other counsel of your choosing promptly. **If you are in agreement with the terms set forth above and in the attached, please indicate such agreement by having a duly authorized agent sign below.**

APPENDIX A

Scope of Services

KMS will provide interim manager services for up to 40 hours per week as mutually agreed to by the parties, commencing on or about May 16, 2022. Specifically, M. Elizabeth McBride will serve as the interim manager ("Interim Manager").


The Interim Manager's powers and duties shall relate to the general management of all Township business not expressly imposed or conferred upon other Township officers by statute and shall include but not be limited to the following:

- Perform the duties and responsibilities of Township Manager as set forth in the Exeter Township Code of Ordinances, except that KMS and the Interim Manager will not serve as the Open Records Officer or Chief Administrative Officer of the Township for any employee benefit, health and welfare, or pension funds.
- The Interim Manager shall perform duties consistent with the Township's Code of Ordinances and the Pennsylvania Second Class Township Code.
- The Interim Manager shall supervise and be responsible for the activities of all Township departments.
- With the approval of the Board of Supervisors, hire, and when necessary for the good of the Township, suspend or discharge employees under the Interim Manager's jurisdiction.
- Provide transparent explanation of what the Interim Manager is working on in a weekly meeting with selected Board members and staff.
- On Fridays, provide the Board with a summary report of what has occurred during the week. This will include accomplishments, issues, failures, problems, staffing issues, etc.
- The Interim Manager will oversee the purchasing of supplies and equipment, the preparation of various administrative and financial reports, the letting and control of contracts, and the maintenance and control of Township records and accounts with the assistance and approval of the Board of Supervisors and the Solicitor.
- Review, investigate, and dispose of all complaints relating to the Township's services and/or personnel.
- Administer and oversee the Township's budget after the budget is adopted by the Board of Supervisors.
- Attend all meetings of the Board of Supervisors and of its committees, as directed.
- Keep the Board of Supervisors informed as to the conduct of Township affairs, submit periodic reports on the condition of the Township finances and such other reports as requested by Board.
- Administer the open and new grants as requested by the Board of Supervisors.
- Interim Manager will review the objectives list provided by Board of Supervisors and identify those that they feel are accomplishable each week.
- Other tasks assigned to the Interim Manager by Board of Supervisors that fall under the Township Manager's responsibilities.

We look forward to this opportunity to be of service to you.

Sincerely,


KEYSTONE MUNICIPAL SOLUTIONS LLC


By 
Adam L. Santucci

Intending to be legally bound, the above terms are agreed to and accepted by:

Exeter Township

ATTEST:


Secretary

By: 
Name: George Bell III
Title: Supervisor